

AG Contract No.  
ADOT ECS File No. JPA 99-195  
Project: Vehicle Maintenance

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE DEPARTMENT OF TRANSPORTATION  
AND  
THE GRAND CANYON AIRPORT AUTHORITY**

THIS AGREEMENT is entered into March 28, 2000,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between  
the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, acting by and through its  
Equipment Administrator (the "DOT") and the GRAND CANYON AIRPORT AUTHORITY, acting  
by and through its Board of Directors (the "GCAA")

**I. RECITALS**

1. The DOT is empowered by Arizona Revised Statutes Section 28-401 and 35-148 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the DOT.

2. The GCAA is empowered by Arizona Revised Statutes Section 28-8583A.6 to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the GCAA.

3. The GCAA has a continuing requirement for motor vehicle maintenance and repair (M&R) services. The DOT is capable of providing motor vehicle M&R services to the GCAA at competitive costs at the Flagstaff equipment maintenance shop located at 5701 Railhead Avenue.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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## II. SCOPE

### 1. The DOT will:

a. Appoint DOT personnel with appropriate authority to administer and coordinate the work contemplated herein with GCAA. Notify GCAA of business and emergency M&R telephone numbers and locations

b. Annually provide GCAA with a price list for routine M&R and preventative maintenance (PM) functions. Perform vehicle mechanical and engine (excluding fire-fighting devices) M&R and PM functions in accordance with the price list. Perform repair activities not covered by the price list at the current DOT fully burdened labor rate for actual time (currently \$32.00 per labor hour). In no event shall DOT invoice GCAA for repair costs/labor hours which would exceed the "Mitchell Flat Rate" manual. Parts provided by DOT for GCAA M&R or PM will be invoiced at cost plus ten percent.

c. Provide GCAA M&R and PM services priority whenever possible. In the event of a conflict DOT shop supervisors scheduling decisions shall prevail.

d. No more often than monthly, invoice GCAA for services provided, supported by individual vehicle work orders, detailing work performed and parts used.

### 2. The GCAA will:

a. Appoint GCAA personnel with appropriate authority to administer and coordinate the work contemplated herein with DOT.

b. Provide DOT with electronic data necessary to load master equipment records and points of contact into the DOT data system.

c. Reimburse the DOT within 30 days after receipt of invoices for work performed under this agreement.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority

2. This agreement shall become effective upon execution by the parties hereto

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Equipment Administrator  
2225 South 22 Avenue, Mail Drop 071R  
Phoenix, AZ 85009-6997

Grand Canyon Airport Authority  
Airport Manager  
PO Box 3188  
Grand Canyon, AZ 86023

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**GRAND CANYON  
AIRPORT AUTHORITY**

By   
ANDREW TARANTO  
Acting Airport Manager

**STATE OF ARIZONA  
DEPARTMENT OF TRANSPORTATION**

By   
JOSEPH H. O'NEILL  
Equipment Administrator

RESOLUTION

BE IT RESOLVED on this 19th day of December 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Grand Canyon Airport Authority for the purpose of defining responsibilities for the maintenance of vehicles.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Equipment Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', with a horizontal line underneath it.

DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director



**ATTORNEY GENERAL**  
**CIVIL DIVISION**  
**TRANSPORTATION SECTION**

**MEMORANDUM**

**TO:** Jack Hammitt  
Joint Project Coordinator 616E

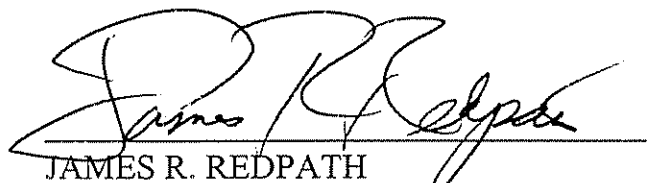
**FROM:** James R. Redpath  
Assistant Attorney General

**DATE:** December 27, 1999

**RE:** IGA/The Grand Canyon Airport Authority  
AG Contract No. KR99-2831TRN  
ECS File No. JPA99-195  
Project: Vehicle Maintenance

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This agreement appears to be in proper form and may be circulated for signature.

  
JAMES R. REDPATH  
Assistant Attorney General

JRR:et/603465

Enc.